

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

## 1. Name and Address of Registrant

US FED Group  
1717 Pennsylvania Ave., NW, suite 1025  
Washington, DC 20006

## 2. Registration No.

 6040

## 3. Name of Foreign Principal

Republic of Madagascar  
Madagascar President Andry Rajoelina

## 4. Principal Address of Foreign Principal

Antananarivo 101  
Madagascar

## 5. Indicate whether your foreign principal is one of the following:

☒ Foreign government☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Corporation☐ Association☐ Committee☐ Voluntary group☐ Other (specify) \_\_\_\_\_☐ Individual-State nationality \_\_\_\_\_

## 6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Executive Branch

b) Name and title of official with whom registrant deals

President Andry Rajoelina

## 7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

Formerly CRM-157

FORM NSD-3  
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
May 19, 2011	Alex St. James, VP of Overseas Markets Development and Chief US Policy Advisor, US FED Group	/s/ Alex St. James
		eSigned

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination; inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

US FED Group

2. Registration No.

6040

3. Name of Foreign Principal

Republic of Madagascar

Madagascar President Andry Rajoelina

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The representatives will advocate as described in #8 through personal meetings, calls, emails, letters, and other written presentations. Informative press releases will likely also be offered to US newspapers, magazines, television and on line publications.

## 8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The representatives will advocate before members of Congress and their staffs and to officials in US government Departments and Agencies, including, US State Department, Department of Commerce, US Department of Agriculture, US Department of Energy, USAID, USTR and others to restore Normal Trade Relations to Madagascar. They will also advocate to officials at the World Bank, the Millenium Challenge Corporation and other US Departments and Agencies to resume aide programs that were suspended in 2009. They will visit with other aide providers to explore what other help might be available to Madagascar. Their activities will include hosting a delegation from Madagascar in the US to meet some US officials and they will try to organize a delegation visit to Madagascar by Congressional and Department staff members to evaluate needs there.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The representatives will be advocating the reversal of the current US position of suspended Normal Trade Relations. If that position is changed, the representatives will be advocating to reverse the resulting suspension of current aide programs to Madagascar. Representatives will also advocate for FAA ESF and DA and humanitarian foreign subsidies.

## EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
May 19, 2011	Alex St. James, VP Overseas Markets	/s/ Alex St. James eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**AGREEMENT FOR U.S. FOREIGN AGENT REPRESENTATIVE SERVICES**

This Agreement, contract # USF-GOM 00001, is made this \_\_\_\_ day of May, 2011, by and between the government of Madagascar (GOM) and the U.S. Friendship and Economic Development Group (US FED Group) (individually a Party and collectively the Parties), through their duly authorized representatives.

**WHEREAS**, in consideration of the services hereinafter stated, the GOM desires to retain US FED Group to advise and assist the GOM with respect to certain initiatives the GOM wishes to pursue before the U.S. Government and others, and

**WHEREAS**, US FED Group is willing to provide the requested services, more fully described below, for consideration described below, under the parameters of the U.S. Foreign Agent Representative Act (FARA) of 1938, as amended, 22 U.S.C. § 611 et seq.

**NOW THEREFORE**, the parties agree as follows:

**Article 1: Services**

GOM hereby retains US FED Group as its exclusive U.S. FARA agent to provide the following services under this Agreement:

1.1 Work to restore normal relations between the U.S. and Madagascar, resulting in a "Normal Trade Relations" designation.

1.2 Work with key U.S. policy makers in the United States Congress, Department of State, National Security Council, Department of Treasury and US Agency for International Development, and other U.S. government Departments and parastatals to restore U.S. programs in Madagascar such as AGOA, MCC and others, which were terminated in 2009.

1.3 Work to restore World Bank and IMF programs that were suspended.

1.4 Pursue for the GOM other U.S. government programs, in which Madagascar was not participating in 2009, in areas such as education benefits, energy, Agriculture, transportation, housing, infrastructure development and military assistance.

1.5 Assist the GOM in developing its foreign and domestic public policies and articulate those positions to key U.S. policy makers and decision makers in the U.S.

1.6 Work to Organize a Congressional Delegation trip to Madagascar, which may be preceded by a congressional staffs facts finding trip, to explore socio-

politico and economic development in job creating investment opportunities for both countries.

1.7 Work to host and coordinate a visit by the GOM officials to Washington, D.C. to follow up on opportunities identified in Congressional Delegation visit to Madagascar.

1.8 Provide on-going advice and analysis of U.S. government policies and political perceptions as it directly affects the GOM.

1.9 Assist the GOM in establishing an investment climate that would make Madagascar appealing to U.S. policy makers, public appropriators and private sector investors so that job opportunities can be developed for nationals of both countries, based on reforms now or to be executed in Madagascar.

#### Article 2: Duration

This Agreement will take effect upon its execution by both parties, and will continue until terminated.

#### Article 3: Fees, Expenses and Taxes

3.1 The GOM shall pay US FED Group a fee at the rate of \$1,500,000 per year, payable in advance every four months. The sum of \$500,000.00 USD will be due upon the signing of this Agreement for services during the first four months (initial payment). At the beginning of each of the next two 4-month periods, the GOM shall pay US FED Group, \$500,000.00 USD (subsequent payments) for services for that four month period following. US FED Group will provide the GOM with invoices for its fees and expenses every four months, 30 days in advance of when such fees are due under this Agreement.

3.2 The GOM will cover all out of pocket expenses incurred by US FED Group on its behalf, in addition to the fees stated above. US FED Group will invoice all such expenses on a monthly basis and payment will be due from the GOM 30 days from the date of such invoice. All expenses incurred by the GOM for travel and lodging of its representatives and of US FED Group representatives will be paid directly to the service providers by the GOM in addition to all fees and expenses incurred under this Agreement.

3.3 A fee of 2% will be charged on all amounts paid more than 10 days after their due date.

3.4 Taxes, which may be incurred by US FED Group on payments made by the GOM for Services rendered under this Agreement, shall be the responsibility

of the GOM for taxes, if any, incurred in Madagascar and shall be responsibility of the US FED Group for taxes incurred outside of Madagascar, including in the U.S.

#### Article 4: U.S. Regulation

4.1 Both Parties acknowledge that U.S. law requires the public disclosure of and the public filing of certain reports about both Parties.

4.2 Both Parties hereby agree to comply with all such legally required public disclosure and filing requirements as directed by FARA counsel for this contract, Elizabeth B. Sandza, Esq. of Wilson Elser Moskowitz Edelman and Dicker, LLP, 700 11<sup>th</sup> Street, NW, Washington, D.C. 20001.

4.3 Both Parties recognize that such U.S. laws carry criminal penalties for noncompliance and that each Party will be strictly liable under those laws for its own compliance, and the Parties hereby waive any claim it might have against the other Party for its own noncompliance.

#### Article 5: Confidentiality

US FED Group agrees that it will not divulge to third parties, without the express consent of the GOM, confidential information obtained from or through the GOM, or developed or obtained by US FED Group in connection with the performance of its services under this Agreement unless (i) the information is known to US FED Group prior to obtaining it from Allied; (ii) the information is, at the time of disclosure by US FED Group then in the public domain; or (iii) the information is obtained by US FED Group from a third party who did not receive it directly or indirectly from the GOM. Notwithstanding any provision in this Article 5, nothing herein shall be construed as preventing US FED Group from complying with applicable U.S. disclosure statutes; including the Lobby Disclosure Act and the Foreign Agents Registration Act.

#### Article 6: Authority of the Parties

6.1 US FED Group is an independent contractor, and, as such, has no authority to bind the GOM in any manner whatsoever, absent the express written consent of the GOM.

6.2 The GOM has no authority to bind US FED Group in any matter whatsoever, absent the express written consent of US FED Group.

#### Article 7: Liability

7.1 US FED Group shall be responsible for the acts of its service providers, their employees and/or agents and shall defend and hold the GOM harmless from any claims that arise from said acts.

7.2 The GOM shall be solely responsible for the acts of its employees and/or agents and shall defend and hold US FED Group harmless from any claims which arise from said acts.

Article 8: Choice of Law and Jurisdiction and Submission to Process

The Parties hereto agree that this Agreement will be construed under the laws of the District of Columbia and that any dispute arising under or related to this Agreement shall be litigated in U.S. District Court for the District of Columbia. Both Parties hereby agree to waive normal formalities of service of process in any such case and agree that they will submit to service by facsimile of the complaint and summons in any such action.

Article 9: Termination of this Agreement

8.1 This Agreement shall be terminable by the GOM for any reason upon 120 days written notice to cancel provided to US FED Group.

8.2 Upon termination for cause or without cause, US FED Group will be entitled to payment of its fee and expenses described in Article 3 above through to the end of the 120 day notice period. Any amounts not paid after cancellation of this Agreement will incur 15% per annum interest, starting at the expiration of the 120 day notice period.

8.3 This Agreement shall be terminable by US FED Group if for any ethical reason or other reason beyond the control of US FED Group it cannot proceed with the representation. In such case, US FED Group shall be entitled to its fees and expenses described in Article 3 only up to the date it provides written notice to the GOM, if foreign principal of its inability to proceed and termination on that ground.

8.4 Foreign principal references the government of Madagascar and or the Republic of Madagascar as pursuant to U.S. Foreign Agent Representative Act (FARA) of 1938, as amended, 22 U.S.C. § 611 et seq. Foreign representative and or agent references US FED Group as pursuant to U.S. Foreign Agent Representative Act (FARA) of 1938, as amended, 22 U.S.C. § 611 et seq.

8.5 This retainer shall be honored by any change in leadership of the government of Madagascar until such time as US FED Group is noticed of GOM intention to terminate this agreement pursuant to Article 9 § 8.1.



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year written herein.

US Friendship and Economic Development Group

Date: \_\_\_\_\_

By: \_\_\_\_\_

Alex-St. James  
Chief US Policy Advisor  
US FED Group

The Government of Madagascar

Date: \_\_\_\_\_

By: \_\_\_\_\_

Andry Nirina Rajoelina, President